

1 Ronald H. Freshman, Esq., SBN #225136
2 Law Office of Ronald H. Freshman
3 3040 Skycrest Drive
4 Fallbrook, CA 92028
Telephone: 858-756-8288
Facsimile: 206-424-0744

5 Attorney for Anthony P. Dicus and Lilia E. Dicus
6
7
8

9
10
11
12
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

13 In re:

14 ANTHONY P. DICUS and LILIA E. LOPEZ,
15 Debtors,

16 ANTHONY P. DICUS and LILIA E. LOPEZ,
17 Plaintiffs,

18 vs.

19 ONEWEST BANK, FSB d/b/a/ INDYMAC
20 MORTGAGE SERVICES, A DIVISION OF
ONEWESTBANK, FSB, f/k/a INDYMAC
FEDERAL BANK, F.S.B., f/k/a INDYMAC
BANK, F.S.B.;

21 U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE LXS 2007-4N;

22 OCWEN LOAN SERVICING, LLC,

23 All persons known or unknown claiming any
legal or equitable right, title, estate, lien or
interest in the property described in this
Complaint adverse to Plaintiffs' title; and

24 DOES 1-20 inclusive,

25 Defendants.

26 Case No. 09-35241 - B - 13

27 Chapter 13

28 Date Filed: October 17, 2009

Adv. No. 14-02127 - B

DCN: RHF-3

DEBTORS AND PLAINTIFFS ANTHONY P.
DICUS AND LILIA E. LOPEZ'
VERIFICATION OF THEIR COMPLAINT FOR
INJUNCTIVE RELIEF AND CIVIL
CONTEMPT FOR VIOLATION OF THE
DISCHARGE INJUNCTION; DECLARATORY
RELIEF; and to QUIET TITLE

**VERIFICATION OF ANTHONY P. DICUS AND LILIA E. LOPEZ OF PLAINTIFFS'
VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL CONTEMPT FOR
VIOLATION OF THE DISCHARGE INJUNCTION; DECLARATORY RELIEF; and to
QUIET TITLE**

ANTHONY P. DICUS and LILIA E. LOPEZ, declare that we are the Debtors and Plaintiffs in the above-entitled case and verify that we have read the foregoing VERTIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND CIVIL CONTEMPT FOR VIOLATION OF THE DISCHARGE INJUNCTION; DECLARATORY RELIEF; and to QUIET TITLE and know its contents. We further verify that the matters stated therein are true of our own knowledge, except as to those matters which are stated on information and belief, and as to those matters we believe them to be true.

Currently, Ocwen Loan Servicing, LLC (“OCWEN”) claims to be the servicer of the purported “mortgage loan” and is threatening to foreclose by rejecting timely payments as the purported previous servicer IndyMac Mortgage Services, a division of OneWestBank, FSB (“OWB”) did, prior to the change of servicer. Debtor(s) has/have attempted to contact both OCWEN and OWB to correct their records but they continue(d) their threats; and fraudulent claims that the purported “Loan” is in default even when OWB themselves provided statements showing the payments were current and in the face of the Court Order stating the “Loan” was current as of our bankruptcy. We have been current since until OWB and now OCWEN, started refusing our payments.

OWB has been contacted on numerous occasions attempting to resolve these problems as has OCWEN but both have refused to correct their records and OCWEN continues the threats to foreclose on our Property.

As explained previously in Mr. Dicus' complaint to the OCC, OWB and now OCWEN continues the intimidation and misrepresentation of their own records which at this point can only be construed as intentional.

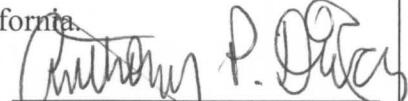
OWB is started refusing to accept timely mortgage payments claiming the payments were not enough to bring the purported "loan current" which is what OCWEN is now doing.

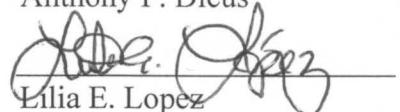
OCWEN continues to send statements with incorrect figures on them, we continue to complain and attempted to correct their records but they have refused and continue attempting to collect a purported debt that was deemed satisfied during the subject Bankruptcy by Court Order so they have

1 apparently engaged NBS Default Services, LLC to enforce their attempts to foreclose on our
2 property.

3 We declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct to the best of my knowledge and belief.

5
6 Executed on this 19 day of May, 2014 at Sacramento, California.


Anthony P. Dicus


Lilia E. Lopez

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28